

Agenda Item Form

Agenda Date: 04/27/04

Districts Affected: N/A

Dept. Head/Contact Information: Financial & Administrative Services, Bill Chapman, (915) 541-4011

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Contract renewal for Grant Writer, Chris A. Cummings.
Contract renewal for Grants Administrator, Sheila Elias.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and Benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

02 01 10 7:10 PM
INTERNAL USE ONLY

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **CHRIS A. CUMMINGS**, to assist the Financial and Administrative Services Department as a Grant Writer at a biweekly rate of \$1,538.46 for 40 hours per week. The term of the contract shall be for the period of May 8, 2004 through May 7, 2005.

APPROVED this 27th day of April, 2004.


THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **CHRIS A. CUMMINGS**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Financial and Administrative Services Department, desires to employ the Employee as a Grant Writer; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Financial and Administrative Services Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about May 8, 2004 and be completed by May 7, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Five Hundred Thirty Eight and 46/100 Dollars (\$1,538.46). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the Financial and Administrative Services Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
Financial and Administrative Services Department
Attn: Deputy CAO/CFO
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Chris A. Cummings

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 27th day of April, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Chris A. Cummings
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

William A. Chapman, Deputy CAO and
Chief Financial Officer

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 4/22/04

ATTACHMENT A

CITY OF EL PASO - JOB SPECIFICATION

5467 PM 73

Professional and Managerial Branch
Miscellaneous Professional Group
Grants Series

GRANT WRITER

1/97 (SAC)

Summary

Under general supervision, research, develop and submit grantor similar funding requests to private and governmental sources for City projects and programs.

Typical Duties

Participate in planning and developing grant proposals or similar funding requests to obtain additional funding. Involves: reviewing literature dealing with funds available from private, local, state and federal sources to determine whether requirements for applying for funds are met; conferring with personnel affected by proposed programs to: establish objectives and develop plans to implement, outline how funds are to be used, discuss program requirements and explain procedures necessary to obtain funding; creating and implementing opportunities to involve potential corporate and foundation donors; participating in cooperative projects between the department and other organizations; meeting with representatives of funding sources to work out final details of proposal.

Write grant proposals and participate in monitoring programs and projects. Involves: compiling and analyzing data related to proposed projects; submitting applications to funding agencies or foundations upon approval of City Council; observing and evaluating program activities and recommending changes as appropriate; preparing or assisting department personnel to prepare periodic reports to comply with grant requirements; managing grant budgets; authorizing and initiating payments for services in accordance with contract provisions; maintaining records related to grant funded programs.

Perform other duties as required. Involves: substituting, if assigned, for coworkers during temporary absences by performing specified duties and responsibilities sufficient to maintain continuity to normal operations; researching and preparing promotional or other program material; keeping abreast of current developments in the field.

Minimum Qualifications

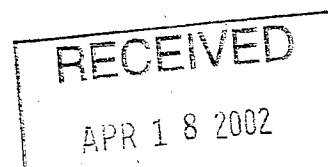
Training and Experience: Graduation from an accredited college or university with a Bachelor's degree in Business Administration, English, or a related field, and two (2) years of professional experience writing, developing or administering contracts or grants, including preparation of grant applications, contracts or similar documents, or an equivalent combination of training and experience.

Knowledge, Abilities and Skills: Considerable knowledge of: grant and report writing. Good knowledge of: private, local, state and federal funding sources; grant program coordination methods and techniques; budget preparation and control. Some knowledge of: personal computer and work processing software.

Ability to: plan, develop and coordinate grant programs; establish and maintain effective working relationships with fellow employees, private and governmental funding organizations and their representatives, the media, official and the general public; communicate clearly and concisely both orally and in writing in order to prepare and deliver presentations to individuals and groups and complete grant applications; maintain records and prepare reports.

Director of Personnel

Department Head



Chris Anthony Cummings

OBJECTIVE: Identify opportunities for innovative planning, funding and implementation of community-oriented development.

EXPERIENCE: JUNE 2002 - PRESENT
City of El Paso -- Financial Services - 2 Civic Center Plaza, 4th Floor, El Paso, Texas 79901
FEBRUARY 2001 - JUNE 2002
City of El Paso - Office of the Mayor (Carlos Ramirez & Raymond C. Caballero)
2 Civic Center Plaza, 10th Floor, El Paso, Texas 79901
FEBRUARY 2002 - SEPTEMBER 2002
United Blood Services (Grant Consultant)

GRANT WRITER

DUTIES: Research, develop, and submit grant or similar funding requests to private and governmental sources for City projects and programs. Participate in planning and developing grant proposals. Also involves conferring with personnel affected by proposed programs to: establish objectives and develop plans to implement, outline how funds are to be used, discuss program requirements and explain procedures necessary to obtain funding; creating and implementing opportunities to involve potential corporate and foundation donors; participating in cooperative projects between the department and other organizations; meeting with representatives of funding sources to work out final details of proposal. Write grant proposals and participate in monitoring programs and projects. Involves: researching and preparing promotional or other program materials; keeping abreast of current developments in the field.

COMMUNITY

ACTIVITIES: Board Member of United Blood Services Capital Campaign
Member Rio Grande Task Force
Member Franklin Mountain Taskforce
Member Groundwork USA Committee
Leadership El Paso - Class of 2004

GUEST SPEAKER: Center For Civic Engagement Conference (UTEP) 2003
University of Phoenix (Santa Teresa Campus) 2003

EDUCATION: 1987 - 1991 Walt Whitman High School - Bethesda, Maryland
1994 - 1998 University of Texas at El Paso - El Paso, Texas - B.A. English

TRAINING & PROFESSIONAL

MEMBERSHIPS: 2001 - GIS ESRI Beginner Training
2002 - Certified Grants Specialist
2003 - National Trust for Historic Preservation - Member
2003 - Texas Education Agency Reviewer

OFFICE SKILLS: Excellent use of *Microsoft Word*
Proficient use of PowerPoint Presentations
Proficient use of other Microsoft Office Applications
Excellent use of Internet research techniques
Proficient use of Adobe: Illustrator 10.0
 PhotoShop 6.5
 Pagemaker 7.0

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Pagemaker 7.0

TEA 21(Transportation Enhancement Act of the 21 st Century)-TxDOT	\$3.15 million
UPARR (Urban Park And Recreation Recovery)-National Park Service	\$562,000
Plaza Theater Restoration-EL PASO EMPOWERMENT ZONE	\$1.64 million
Lead-Based Paint Hazard Control-Housing & Urban Development	\$721,300
Economic Development Initiative-Housing & Urban Development	\$849,150
Plaza Theater Restoration-Texas Preservation Trust Fund	\$25,000
Urban Forestry Partnership Grant-Texas Forest Service	\$8,340
Save America's Treasures (Plaza Theater)-Dept. Of Interior	\$199,000
Total Awarded	\$7,154,790

UPARR (Urban Park And Recreation Recovery)-National Park Service	\$562,000
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Lead-Based Paint Hazard Control-Housing & Urban Development	\$721,300
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Plaza Theater Restoration-Texas Preservation Trust Fund	\$25,000
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Save America's Treasures (Plaza Theater)-Dept. Of Interior	\$199,000
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Total Awarded	\$7,154,790
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GRANT AWARDS PENDING: 3